DOCUMENT RESUME

ED 122 679 HE 007 666

TITLE Agreement Between the Board of Regents for Education and the Rhode Island College Chapter of the American Federation of Teachers.
INSTITUTION Rhode Island Coll., Providence.
PUB DATE 20 Nov 75
NOTE 62p.

EDRS PRICE MF-$0.83 HC-$3.50 Plus Postage.
DESCRIPTORS *Collective Bargaining; *Contracts; Employment Practices; *Governing Boards; Grievance Procedures; *Higher Education; Personnel Policy; *Unions
IDENTIFIERS *Rhode Island College

ABSTRACT

This collective bargaining agreement between Rhode Island Board of Regents and Rhode Island College Chapter of the American Federation of Teachers covers a period from July 1, 1975 through June 30, 1977. Articles include: (1) academic freedom; (2) selection of deans, vice presidents, and the president; (3) department chairmen; (4) department advisory committees; (5) faculty appointments, rank and employment standards; (6) annual review of faculty; (7) leaves of absence; (8) faculty load, class size, course assignments, and scheduling; (9) working conditions; (10) grievance procedures; (11) no strikes or lockouts; (12) salaries; and (13) fringe benefits. (KE)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED122679

RIC/AFT

LOCAL • 1819

AFT

Agreement between the

BOARD OF REGENTS FOR EDUCATION

and

THE RHODE ISLAND COLLEGE CHAPTER OF THE AMERICAN FEDERATION OF TEACHERS

2

JULY 1, 1975

TO

JUNE 30, 1977

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

RHODE ISLAND COLLEGE 1854

AE007666

NEGOTIATING TEAMS

For the Board of Regents:

C. Annette Ducey, Associate Dean of Arts and Sciences

Thomas Geddes, Controller

Thomas McAndrew, Deputy Assistant Commissioner of Education

John Nazarian, Special Assistant to the President

Ridgway F. Shinn, Jr., Vice President for Academic Affairs

For the Rhode Island College American Federation of Teachers:

Donald Averill, President

Neil Gonsalves, Vice President

Myrl Herman

Richard Howland

Carolyn Lenz

Edward Scheff

Robert Young, Chief Negotiator

AGREEMENT

BETWEEN

RHODE ISLAND BOARD OF REGENTS
AND
RHODE ISLAND COLLEGE CHAPTER

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

LOCAL #1819

1975-77

TABLE OF CONTENTS

		Page
Agreement		1
Preamble		1
Article I	Recognition and Definitions	
Article II	Board - RIC/AFT Relationships	3
Article III	Academic Freedom	6
Article IV	Selection of Deans, Vice Presidents and the President	8
Article V	Department Chairmen	8
Article VI	Departmental Advisory Committees	12
Article VII	Faculty Appointments, Rank and Employment Standards	13
Article VIII	Annual Review of Faculty	15
	A. The Process	15
	B. The Criteria	17
	C. Salary Recommendations	19
	D. Promotions	19
	E. Tenure	20
	F. Non-Renewal	23
Article IX	Leaves of Absence	23
Article X	Faculty Load, Class Size, Course Assignments, and Scheduling	28
Article XI	Working Conditions	36
Article XII	Grievance Procedure	41
Article XIII	Alteration of Agreement	44
Article XIV	No Strikes or Lockouts	44
Article XV	Savings Clause	45
Article XVI	Termination of Agreement	45
Appendix A	Salaries	47
Appendix B	Fringe Benefits	51
Appendix C	Summer Session	53
Appendix D	Social Work Study Committee	54
Appendix E	Evaluation of Librarians	55
Appendix F	Committee to Study Appropriate Terminal Degrees	56

INDEX

	Page
Academic Freedom	6
Academic Year	36
Additional Course Preparation: Load Credit	29
Advisement: Load Credit Provisions	31
Agency Fee	4
Alteration of Agreement	44
Annual Review of Faculty	15
Arbitration	43
Art Department: Load Credit	32
Blue Cross/Blue Shield	51
Board Authority	3
Calendar Committee	36
Centers	11
Class Size	29
Complaints	41
Complaints: Definitions	41
Consultation with Commissioner	5
Contingency Provisions: Load Credit	34
Criteria for Annual Review of Faculty	17
Definitions	2
Departmental Advisory Committees	12
A. Membership	
B. Role	
C. Meetings	
D. Procedures	
Department Chairmen:	
A. Duties and Responsibilities	8
B. Selection of Chairman	9
C. Duration of Appointment	10
D. Conditions of Appointment	11
E. Summer Replacement	11
F. Exception to Requirements	11
G. Centers	11
Department Chairmanships: Load Credit	31
Directed Reading: Load Credit	31
Disability Insurance	51
Dues Deductions	4
Evaluation of Librarians	55
Facilities for Faculty	39
Faculty:	
A. Initial Appointment	13
B. Rank	13
C. Employment Standards	14
Faculty Evaluation: See Article VIII	15
Faculty Load: Article X	28
Faculty Load: Basic Formula	29
Fringe Benefits: See Appendix B	51
Graduate Theses or Essays: Load Credit	30
Grievance: Definitions	41
Grievance Procedure	42
Health Insurance	51
Henry Barnard School: Load Credit	34
Henry Barnard School: Personal Leave	28
Independent Study: Load Credit	31
Individual Conferences	38
Individual Contracts	5
Industrial Arts Laboratories: Load Credit	30
Information and Data Available to RIC/AFT	5
Initial Appointment, Faculty	13
Laboratory Assignments: Load Credit	30
Leaves of Absence	23
Leaves of Absence, General Conditions	23
Leave for Academic and Professional Meetings	28
Leave for Graduate Study	26
Leave Without Pay	27
Library: Work Week	33
Life Insurance	51
Lockouts	44

INDEX (cont.)

	Page
Maternity Leave	28
Medical Benefits	51
Military Leave	27
Military Training Leave	27
Mathematics Laboratories: Load Credit	30
Music Department: Load Credit	33
Non-Discrimination	5
Non-Renewal	23
Notice of Non-Renewal	23
Nursing: Load Credit	33
Outside Consultation and Employment	36
Outstanding Performance Increments: 1975-76	47
Outstanding Performance Increments: 1976-77	49
Personal Leave - Library and Henry Barnard School	27
Personnel Files	38
Physical Education: Load Credit	34
Political Activity by Faculty	7
Practicum: Load Credit	31
Preamble	1
Professional Meetings	28
Promotions	19
Psychology Interns: Load Credit	34
Psychology Laboratory: Load Credit	30
Rank, Faculty	13
Recognition Clause	1
Retirement Program	51
Retrenchment	40
R.I. Group Health Association	51
Sabbatical Leave	24
Salaries, 1975-76	47
Salaries, 1976-77	49
Salary Recommendations	19
Savings Clause	45
Scheduling of Courses	35
Selection of Chairman	9
Selection of Deans	8
Selection of President	8
Selection of Vice Presidents	8
Sick Leave	27
Social Welfare: Load Credit	27
Social Work Study Committee	54
Speakers on Campus (3.3)	7
Special Assignments: Load Credit	32
Special Programs: Load Credit	30
Strikes	44
Student Teaching: Load Credit	31
Summer Replacement of Chairman	11
Summer Session: General Provisions	37
Summer Session Salaries	53
Tenure	20
Terminal Degrees: Study	56
Termination of Agreement	45
TIAA	51
Travel	51
Tuition Waiver	51
Use of College Facilities by RIC/AFT	5
Working Day	3
Workmen's Compensation	52

AGREEMENT

In this Agreement entered into this 20th day of November, 1975, by and between the Board of Regents for Education in Rhode Island, hereinafter referred to as the Board and the Rhode Island College Chapter of the American Federation of Teachers, Local #1819, American Federation of Teachers, AFL-CIO, hereinafter referred to as the RIC/AFT, the parties hereby agree as follows:

PREAMBLE

The intent and purpose of this Agreement is to promote the quality and effectiveness of education at Rhode Island College, hereinafter referred to as the College, and to maintain high standards of academic excellence in all phases of instruction at the College. The parties hereto concur that these objectives can best be achieved by means of amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that reasonable and responsible faculty participation in the formulation of policies under which they provide their services is educationally sound; that effective and harmonious working relationships between the Board and the RIC/AFT are necessary in order that the cause of public higher education may best be served at the College; and that orderly, just, and expeditious resolution of issues which may arise as a result of the provisions of this Agreement are in the best interest of the faculty, the student body, the College, and the public which supports it.

Now, therefore, the parties hereto agree as follows:

ARTICLE I: RECOGNITION AND DEFINITIONS

A. Recognition

1.1 Pursuant to and in accordance with all applicable provisions of Section 36-11 of the General Laws of the State of Rhode Island, 1956, as amended, the Board of Regents for Education in Rhode Island does hereby recognize the Rhode Island College Chapter of the American Federation of Teachers, Local #1819, AFT/AFL-CIO, as the exclusive bargaining agent for all full-time teaching and research faculty consisting of Instructors, Assistant Professors, Associate Professors, Professors, and Department Chairmen but excluding the following: those faculty holding special temporary appointments to replace faculty on leave of absence; the College President, Vice Presidents, Deans, Associate Deans, Assistant Deans, Director of Athletics, Director of Counseling, College Counselors, Coordinator-Student Development Programs and Director-Student Support Project, Principal and Assistant Principal of the Henry Barnard School, Alumni Secretary,

Director NEPTE, Assistantsto Deans, Director of Educational Testing Services, Director of Part-Time Programs, Coordinator of Student Teaching, Director of Audio-Visual Services, Director of Library, Library Assistants, Coordinator for Program Development and Research, Director of Intramurals and Recreation, Director of Bureau of Social and Educational Services, Director of Institutional Research, and Assistant Professors at the Children's Center and those faculty employed under federal grants, as set forth in Case EE #1968.

1.2 This Agreement shall be binding upon and is exclusively between the RIC/AFT and the Board unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the RIC/AFT and the Board unless otherwise specifically provided herein.

1.3 This Agreement shall not be construed to prevent the Board or any agent thereof from meeting with any individual to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining, any changes or modifications of this Agreement shall be made only through negotiations and agreements with the RIC/AFT.

1.4 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through the authorized representatives of the RIC/AFT.

B. Definitions

1.5 The term "Administration" shall be defined as the President and other administrative officers of the College.

1.6 The term "Bargaining Unit" refers to the positions which are specified in the certification issued by the Rhode Island State Labor Relations Board.

1.7 The term "Board" as used in this Agreement refers to the Board of Regents for Education in Rhode Island.

1.8 The terms "College" and "RIC" refer to Rhode Island College.

1.9 The term "Commissioner" refers to the Commissioner of Education or Acting Commissioner of Education for the State of Rhode Island.

1.10 The term "Department" as used in this Agreement refers to academic departments of the faculty as may from time to time be approved by the President and when necessary recognized by the Board.

1.11 The unqualified term "Faculty" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Article.

1.12 The term "President" as used in this Agreement means the chief executive officer or acting chief executive officer of Rhode Island College.

1.13 The term "Probationary Period" refers to term appointments of faculty preceding the granting of tenure.

1.14 The term "RIC/AFT Representative" as used in this Agreement means any representative of the RIC/AFT who has been officially designated in writing as such by the President of the RIC/AFT.

1.15 The term "Temporary Appointment" refers to persons who are assigned to temporary positions resulting from the absence of faculty on term appointment or tenure because of sickness, exchange of professorships, approved leaves, emergency personnel situations, such as temporary or unforeseeable enrollment fluctuations, late resignations of faculty, or the inability of an academic department to fill a vacancy with qualified personnel.

1.16 The term "Term Appointment" as used in this Agreement refers to the appointment offered non-tenured faculty covered by this Agreement.

1.17 The term "Working Day" shall mean any day on which the College is open for the transaction of business.

1.18 All singular pronouns and relative words written in the masculine, feminine or neuter shall also refer to the plural.

ARTICLE II: BOARD - RIC/AFT RELATIONSHIPS

A. Board Authority

2.1 The RIC/AFT recognizes that the Board, the Commissioner of Education, and the Administration of the College, have responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law except as modified by the terms and conditions of this Agreement.

2.2 Except as hereinafter specifically provided, the operation and administration of Rhode Island College, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board and its Chairman and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

2.3 In the event this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, the parties shall meet to renegotiate the items in question within the two (2) weeks after such a ruling has been made. [See Article XV page 45].

2.4 If there is any inconsistency or conflict between this Agreement and the provisions found in the Faculty Handbook of College Policies, Practices, and Regulations, or Board policy, the provisions of this Agreement shall apply. No organizations within the College may promulgate rules and/or regulations in conflict with this Agreement.

2.5 The entire Agreement between the parties consists of the terms herein stated, and this Agreement supersedes and cancels all prior Agreements and memoranda of understandings between the RIC/AFT and the Board of Regents or any agent thereof.

2.6 The Board of Regents and the RIC/AFT recognize the importance of the faculty being informed of high-level administrative appointments and other decisions which affect the faculty.

2.7 The Board and the RIC/AFT encourage and favor periodic meetings between the President and RIC/AFT Representatives for the purpose of discussing the terms and conditions of employment covered by this Agreement and such other matters as fiscal, budgetary or long-range institutional planning, which may be of concern to either party. Such meetings shall be arranged in accordance with applicable circumstances at the mutual convenience of the President and RIC/AFT Representatives.

B. Dues Deduction and Agency Fee

2.8 The State Controller shall deduct union dues or the service charge each pay period from the wages of all employees in the bargaining unit. The State Controller shall forward promptly to the Treasurer of the RIC/AFT a check representing the amounts so deducted. The union dues or the service charge shall be specified by the RIC/AFT.

2.9 The Board or its designee shall forward to the RIC/AFT Treasurer notice of new employees hired hereafter within the bargaining unit.

2.10 In accordance with Title 36-11-2, "Discrimination because of Membership in Employee Organization Prohibited," membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to the regular monthly dues. Supervisory employees shall not endorse any particular employee organization, or, by reason of membership in any such organization, show prejudice or discrimination toward any individual employee. [See Part G of this Article].

C. Consultation

2.11 The Commissioner of Education or his designee shall meet with RIC/AFT Representatives once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement and to discuss those matters necessary to the implementation of this Agreement which are College-wide in nature, provided each party gives fifteen (15) days written notice to the other party including a copy to the President advising of a time for meeting, and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting. It is not the intent of this section to subvert the grievance procedure.

2.12 Nothing contained herein shall prevent the RIC/AFT from consulting with the Commissioner at times other than those set above, if matters of mutual concern arise of an urgent or emergency nature.

D. Information and Data

2.13 The Board shall make available any information deemed relevant to RIC/AFT negotiations mutually agreeable to both parties, excepting that the College shall not be required to compile information and statistics in the form requested which are not already compiled in that form, unless mutually agreeable.

E. Individual Contracts

2.14 The College may require and enter into individual employment contracts with faculty members in special cases, such as television, provided that said contracts shall be subject to the provisions of this collective bargaining Agreement.

F. Use of College Facilities

2.15 The RIC/AFT shall be allowed, upon appropriate advance notice and where there is not conflict with other scheduled use, to use campus meeting facilities. The RIC/AFT shall meet any additional expense incurred in the furnishing of such space.

2.16 A bulletin board shall be reserved for exclusive use of the RIC/AFT in a mutually agreeable location.

2.17 The RIC/AFT shall have the right to use faculty mail boxes for communications, including mass distribution.

G. Non-Discrimination

2.18 No faculty member shall, on the grounds of sex, race color, religion, national origin, marital status, political affiliation, or membership in the RIC/AFT, be excluded from participation in, denied benefits, or be subjected to discrimination of any kind.

2.19 As sole collective bargaining agent, the RIC/AFT will accept into membership all eligible persons in the bargaining unit without regard to sex, race, color, religion, national origin, marital status, or political affiliation.

ARTICLE III: ACADEMIC FREEDOM

A. Academic Freedom

3.1 Academic freedom consists of a body of rights, not written into law but well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, designed to protect professional scholars and teachers from hazards that might interfere with their obligations to pursue truth. The justification of academic freedom is that it is indispensable to the scholar in the preservation, extension, and dissemination of knowledge. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education (and in this respect it is somewhat analogous to the freedom of judges from political control in Anglo-Saxon jurisprudence), its benefits ultimately accrue as much to the public at large as to the scholars themselves.

3.2 The body of rights referred to in Section 3.1 above has been defined and codified in a statement of principles that was prepared over a period of years by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known to the profession as "The 1940 Statement of Principles on Academic Freedom and Tenure."

The following passages are pertinent as they relate to this Agreement:

a. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth, and its free exposition.

b. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

c. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

d. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

e. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As an individual of learning and an education officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesman.

3.3 Faculty may freely select the persons they wish to invite to the campus as guest speakers. There shall be no restrictions to control the views expressed by speakers other than those imposed by state and national law. Obviously, an invitation to a speaker does not imply approval or sponsorship of his/her views by the College, nor necessarily by the organization inviting him/her. Both students and faculty possess the same rights as other citizens to hear different points of view and to draw their own conclusions.

3.4 Regulations of agencies within the College shall be in accordance with the provisions of Academic Freedom as provided for herein.

B. Political Activity

3.5 The College faculty member is a citizen and, like other citizens, should be free to engage in political activities so far as he/she is able to do so consistently with his/her obligations as a faculty member.

3.6 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position) will often require that the faculty member seek a leave of absence from the College.

3.7 A leave of absence incident to political activity should, when practicable, come under the College's normal rules and regulations for leaves of absence without pay. [See Article IX, page 27].

ARTICLE IV: SELECTION OF DEANS, VICE PRESIDENTS AND THE PRESIDENT

A. Selection of Deans

4.1 Whenever a vacancy occurs in one of the positions of Dean, the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall normally have seven (7) members drawn from segments of the academic community most immediately concerned or with special knowledge of the requirements of the position to be filled. At least three (3) of the members of the committee shall be faculty members appointed from a list of five (5) names submitted by the RIC/AFT. The committee membership may be enlarged by the committee when wider representation of interest is desirable.

4.2 The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; and shall make recommendations regarding the candidates to the President.

B. Selection of Vice Presidents and the President

4.3 The Board and the RIC/AFT believe it is desirable to include RIC/AFT faculty representatives and students in the search process for the President and Vice Presidents.

ARTICLE V: DEPARTMENT CHAIRMEN

A. Duties and Responsibilities

5.1 Department chairmen shall exercise administrative responsibility within their departments under the general direction of the appropriate divisional dean and the terms of this Agreement. They shall supervise the development of programs and curricula; evaluate instruction chiefly to insure improvement therein, but also as a basis for making recommendations to the appropriate divisional dean concerning reappointments, non-renewals, salary increments, promotion, and tenure; submit requests for leaves of absence; submit written specifications for new faculty; make recommendations on initial appointments; propose curriculum changes; determine faculty course assignments and departmental schedules; carry out registration responsibilities; submit the budget request and administer the budget of the department; and perform whatever additional responsibilities are necessary for the successful operation of the department.

The following provisions of this Agreement refer to certain specific duties of department chairmen but are not limited thereto:

a. Relationship to departmental advisory committees
Article VI: Departmental Advisory Committees [page 12].

b. Faculty appointments, rank, and employment standards
Article VII: Faculty Appointments, Rank, and Employment Standards [page 13].

c. Faculty evaluations
Article VIII: Annual Review of Faculty, Part A, The Process and Part B, The Criteria for Evaluation, Salary Increments, Promotion, and Tenure [pages 15 and 17].

d. Salary recommendations
Article VIII: Annual Review of Faculty, Part C, Salary Recommendations [page 19].

e. Promotions
Article VIII: Annual Review of Faculty, Part D, Promotions [page 19].

f. Tenure
Article VIII: Annual Review of Faculty, Part E, Tenure [page 20].

g. Non-Renewals
Article VIII: Annual Review of Faculty, Part F, Non-Renewals [page 23].

h. Leaves of absence
Article IX: Leaves of Absence [page 23].

B. Selection of Chairman

5.2 In accordance with the provisions of the Administrative Calendar, on or before December 1 of the second year of the term of a department chairman whose term is to expire on June 30 of that academic year, faculty in an academic department (as defined in Article I, Part B, Section 1.9) shall meet for the purpose of nominating an individual who would be willing to serve as chairman. Each academic department shall determine its own procedures for selecting this individual. The departmental process shall provide for consultation with the chairman of the departmental student advisory committee where student advisory committees exist.

5.3 The nomination shall take place only after faculty in the department shall, at an earlier meeting, have agreed upon and published in writing the criteria to be used in selecting a department chairman and the procedures for participation of faculty on leave.

5.4 Only faculty in the department who are members of the bargaining unit are eligible to vote for and serve as department chairman. A majority of the department faculty shall constitute a quorum for the purpose of conducting the election to nominate an individual to serve as department chairman. [See Article I, Part B, Section 1.11 page 3].

5.5 The results of the election to nominate shall be made known as soon as possible by the person or persons conducting the election. The department chairman shall forthwith transmit in writing the recommendation to the appropriate divisional dean.

5.6 The appropriate divisional dean shall review the department's nominee and shall forward the name of the person acceptable to the department together with any comments thereon to the Vice President for Academic Affairs.

5.7 The Vice President for Academic Affairs shall review the qualifications of the department's nominee together with any comments thereon and shall forward these together with his own comment thereon to the President.

5.8 The President shall review the department's nominee together with any comments thereon and shall appoint the department's nominee, except that if he cannot accept the name submitted by the department the selection process shall continue until a nominee acceptable to the President has been recommended by the department.

5.9 Only the President may appoint or reject a department's nominee for department chairman.

5.10 Normally the process for slection of a chairman will be completed by February 1.

C. Duration of Appointment

5.11 The initial appointment of a department chairman shall be for a two-year period and it may be renewed for one (1) further consecutive term according to the provisions outlined in Part B of this Article. If a department chairman resigns before the end of his/her term, or if a vacancy is created by the death or removal of the department chairman, a replacement shall be selected as soon as possible in accordance with the procedure specified in Part B of this Article, and shall serve the remainder of the unexpired term. If a vacancy occurs without sufficient notice for it to be filled by this procedure, then until this procedure is completed, an acting chairman shall be designated by the appropriate divisional dean. A person's length of consecutive service as department chairman shall usually be no more than four (4) years. In exceptional circumstances, such as the initiation of a new departmental program, or the unavailability of any other qualified person,

as determined by the appropriate divisional dean after consultation with the departmental advisory committee, a person may serve as chairman for six (6) consecutive years. Such an exception must be approved by the President of the RIC/AFT and the President.

D. Conditions of Appointment

5.12 Department chairmen shall be given an academic year contract. (See Article X, Part H, Section 10.24.)
When the duties and responsibilities of the department chairman warrant it, as determined by the appropriate divisional dean and the Vice President for Academic Affairs, he/she shall be given a contract for summer session administration at the summer session salary for from one (1) to six (6) formula hours of load credit, the specific amount of load credit to be determined by the appropriate divisional dean in consultation with the chairman. [See Appendix C for the schedule of compensation for summer session employment page 53].

E. Summer Replacement Chairman

5.13 When the requirements of the position make summer session administration necessary, as determined by the appropriate divisional dean and the Vice President for Academic Affairs, and a department chairman does not choose to contract for summer session administration, then the department chairman shall, with the concurrence of the appropriate divisional dean, designate a faculty member within the department to act on his/her behalf during the summer. Such a faculty member shall receive a contract for summer session administration at the summer session salary rate for from one (1) to six (6) formula hours of load credit, the specific amount of load credit to be determined by the appropriate divisional dean in consultation with the faculty member. [See Appendix C for the schedule of compensation for summer session employment page 53].

F. Exception to Requirements

5.14 The provisions specified in this Article shall not apply to a newly-formed department where the President shall appoint the department chairman. During the second year of a department's existence, the department chairman shall be selected in accordance with the procedures specified in Part B of this Article.

G. Centers

5.15 All centers, cooperative programs, projects, or organizations with coordinators shall be assigned to a division within the College after consultation with the RIC/AFT.

ARTICLE VI: DEPARTMENTAL ADVISORY COMMITTEES

A. Membership

6.1 Departmental advisory committees are comprised of persons within each academic department including the Henry Barnard School and the Library who meet the definition of faculty as defined in Article I, Section 1.11 of this Agreement.

6.2 Department faculty determine the size, structure, and method of selection of departmental advisory committees.

B. Role

6.3 The role of the departmental advisory committee is advisory. Its primary area of concern is personnel, including recommendations to the department chairman on reappointments and non-renewals, salary increments, promotions, tenure, and filling vacancies. In addition, the committee may be concerned with other departmental matters, including but not necessarily limited to:

a. departmental long-range planning
b. curriculum development
c. the department budget
d. recruitment of new faculty
e. scheduling and course assignments
f. improvement of instruction

[See Article V, Part A, Section 5.1 page 8, and Article VII, Parts A, B, and C, pages 13, 14 and 15].

6.4 The annual evaluation of the teaching performance of the department chairman is the responsibility of the departmental advisory committee where one exists or the department as a whole where no such committee exists. They shall have the responsibility to transmit this information together with evaluative data about his/her administrative work to the appropriate divisional dean. [See Article VIII, Part B, Section 8.6 page 16].

C. Meetings

6.5 Departmental advisory committees shall meet when necessary during the academic year. Each committee shall be responsible for keeping a record of its actions.

D. Procedures

6.6 Department faculty members are responsible for a periodic review of the size, structure, method of selection, and operating procedures of departmental advisory committees.

ARTICLE VII: FACULTY APPOINTMENTS, RANK, AND EMPLOYMENT STANDARDS

A. Initial Appointment

7.1 New faculty shall be recommended initially by the department chairman after consultation with the departmental advisory committee or the whole department. The procedures in arriving at such recommendations shall be in compliance with applicable provisions of state and federal laws dealing with equal employment opportunity. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs after reviewing the recommendation of the appropriate divisional dean and the department chairman. The department chairman shall be notified within two (2) weeks of the President's action on the recommendation through return of the appointment form. [See Article V, Part A, Section 5.1, and Article VI, Part B, Section 6.3 pages 8 and 12].

7.2 The terms and conditions of each appointment, including the effective date of appointment, rank, salary, and tenure credit for previous experience, shall be set forth in writing and sent to the candidate before he/she accepts the position. All appointees shall receive a copy of the current Agreement prior to the effective date of appointment. All faculty shall receive a copy of the Faculty Handbook of College Policies, Practices, and Regulations early in the academic year.

7.3 If the President after consultation with the appropriate administrative officers finds reason to reject a recommendation for appointment, he shall transmit the reasons in writing to the department chairman concerned.

7.4 Faculty representatives in the department in which a candidate for a full-time teaching position is being interviewed shall be invited to participate in the campus interview process. The department chairman shall provide such representatives with the date and time at which a candidate for a position will be on campus and be available to meet with them. The interviewing process shall include an opportunity for a candidate to talk with department faculty who have no administrative functions.

B. Rank

7.5 There shall be four ranks for members of the teaching faculty as follows: Instructor, Assistant Professor, Associate Professor and Professor.

7.6 Faculty who have served the College with distinction for a period of years and who have attained the rank of Professor or its equivalent, or who have served as department chairman or the equivalent, shall receive consideration for the honorary rank of Emeritus upon retirement.

7.7 Faculty appointed in the ranks of Instructor, Assistant Professor, Associate Professor, and Professor, except those with the designation of temporary or adjunct assignment, prior to achieving tenure shall receive appointments for one (1) year and shall be subject to termination as specified in Article VIII, Section 8.3. The regulations in this Agreement do not apply to faculty on temporary or adjunct appointment.

7.8 The titles Adjunct Professor, Cooperating Teacher, and Cooperating Instructor are used for special part-time faculty whose primary professional responsibility is to an agency other than the College. Appointments under these titles are temporary appointments, but may be renewed regularly. Holders of these titles are not included in the bargaining unit and thus are not subject to this Agreement.

7.9 Temporary faculty may be employed each year in all ranks. These temporary appointments may be caused by such conditions as the following: the absence of faculty, sickness, study or sabbatical leave, or emergency personal situations. The period of service for such an appointee shall not exceed one (1) year in length. The contract of a temporary employee shall indicate the date of termination of employment at Rhode Island College. Temporary faculty do not accrue time toward tenure, nor do they qualify for annual salary review, consideration for promotion, or the privilege of being granted leave. Part-time appointments by the College shall not be used to circumvent the intent of this Agreement by eliminating the hiring of full-time personnel. When a department has in two (2) consecutive years the full-time equivalent of one and one-half (1 1/2) positions, exclusive of replacements created by leaves or emergencies, the Board shall make every effort to fund an additional full-time position for that department.

7.10 These provisions on rank shall apply to all members of the bargaining unit in all divisions and departments within the College.

7.11 Rank shall be assigned within academic departments by specification of departmental competency. All appointments to rank shall be made with the approval of the department in which rank is granted.

C. Employment Standards

7.12 The minimal standards to be used in employing faculty and assigning them to rank are as follows:

a. Satisfactory fulfillment of the requirements for promotion [as outlined under Article VIII, Part B, page 17].

b. Requirements for each of the four academic ranks as found below.

7.13 Instructor. Normally an earned Master's degree shall be required. The minimum requirement is a Bachelor's degree and a start towards work on a Master's degree.

7.14 Assistant Professor. An earned Master's degree is required together with teaching experience in the appropriate field or work toward the Doctor's degree. The major field of graduate work must be that for which the candidate is to be assigned a majority of this teaching time. College teaching experience should be in the field or closely related to the field to which the candidate is to be assigned a majority of his/her teaching time.

7.15 Associate Professor and Professor. Normally only persons with an earned Doctor's degree or appropriate terminal degree and appropriate experience will be employed in these ranks. Evidence of academic and teaching accomplishment is a basic requirement.

ARTICLE VIII: ANNUAL REVIEW OF FACULTY

A. The Process

8.1 On or about February 1 of each academic year, each faculty member shall be considered for salary increments; each faculty member holding the rank of Instructor, Assistant Professor, or Associate Professor shall be considered for promotion; and each faculty member on term appointment above the rank of Instructor shall be considered for tenure when eligible as defined in this Agreement. If a faculty member on term appointment is considered for notification of non-renewal, such notification must be in accordance with the provisions of Part F, Non-Renewal, of this Article.

8.2 After consultation with the departmental advisory committee or the department as a whole if no such committee exists, department chairmen are initially responsible for the annual evaluation of faculty (covering the two preceding academic semesters) concerning salary increment, promotion, tenure and non-renewal. The department chairman shall write the evaluation of each faculty member on the official College evaluation and recommendation form. The evaluation shall include a summary description of the individual's contribution during the period under review, a statement relating to the individual's status regarding tenure, and specific recommendations on salary increment, promotion, and tenure. Each faculty member shall be apprised of his/her evaluation and his/her chairman's recommendations during a personal conference between the department chairman and the individual faculty member prior to the submission of his/her evaluation to the Administration. The evaluation and recommendation form shall be

read and signed by the faculty member to indicate that he/she has read the evaluation but the signature need not imply agreement. The faculty member may append to the evaluation and recommendation form any appropriate comments he/she wishes. Each evaluation by department chairman shall then be sent to the President through normal administrative channels requiring acknowledgment by the appropriate divisional dean and the Vice President for Academic Affairs. [See Article V, Part A, Section 5.1 page 8].

8.3 In case of an unsatisfactory evaluation alleging unsatisfactory teaching performance, the faculty member's classes shall have been observed by the department chairman or his designee from two (2) to five (5) times during the two preceding academic semesters. The faculty member shall be notified of the observer's evaluation of his/her performance after each observation and shall be offered constructive criticism, if appropriate, to enable him/her to improve his/her teaching.

8.4 No faculty member shall be observed more than twice per semester for the purpose of evaluation by the department chairman or any other evaluator without the said faculty member being notified at least forty-eight (48) hours in advance.

8.5 Whenever an administrator rejects or modifies a recommendation by a department chairman to the disadvantage of a faculty member with regard to retention, salary increments, promotion, or tenure, he/she shall immediately notify the department chairman and the faculty member in writing stating his/her reasons. After the evaluation form has been initially acted on by the President, it shall be returned to the department chairman and the faculty member concerned by April 7 before final action by the President, permitting the faculty member to seek reconsideration by the President. At least ten (10) working days shall be allowed between the return of the form to the faculty member and final action of the President on recommendations.

8.6 The annual evaluation for administrative competency of department chairmen and the principal at the Henry Barnard School is the responsibility of the appropriate divisional dean, but it shall include a provision for the expression of faculty opinion within each department. The annual evaluation of the teaching performance of the department chairman is the responsibility of the departmental advisory committee where one exists or the department as a whole where no such committee exists. It shall have the responsibility to transmit this information together with evaluative data about his/her administrative work to the appropriate divisional dean.

8.7 In no case shall any evaluation or rating of a faculty member be based on hearsay.

8.8 In cases where a faculty member's competence in subject matter is being evaluated, the evaluator shall be competent in the subject matter. For example, in the case of joint appointment (e.g., in Biology and Secondary Education) or appointment in a joint department (e.g., Anthropology/Geography) evaluation of each departmental competency of any faculty member shall be done by a person with that competency. The department chairman of the academic department in which the faculty member has been assigned for College budgeting purposes shall, after consultation with the other concerned department chairman, be responsible for the evaluations and recommendations. The exchange of cross-departmental or inter-departmental evaluation data, such as in Secondary Education and the like, shall be forwarded to the appropriate department chairman. The evaluation of the faculty member's performance in General Studies shall be the responsibility of the department chairman of the academic department in which the faculty member has been assigned for College budgeting purposes.

B. The Criteria for Evaluation, Salary Increments, Promotion, and Tenure

8.9 Teaching effectiveness and professional competence are the main criteria in determining the contributions of a faculty member.

8.10 The teaching effectiveness of the faculty member consists of his/her command of the subject, his/her skill in organizing and presenting his/her material with force and logic, his/her intellectual integrity, his/her enthusiasm for learning both within and without the classroom, his/her ability to motivate students to intellectual curiosity and his/her actual teaching performance as determined by various techniques of measurement including class visits by the department chairman, faculty peers, and occasionally by the appropriate divisional dean, and evaluations by students.

8.11 The following shall be used, not necessarily in priority order or limited to the following, in determining the professional competence and other value of a faculty member:

a. Research, publication, grants in a special field, or creativity and performance in the fine arts;

b. Leadership and service to the College, including responsibility and creativity in departmental affairs and service on committees;

c. Professional improvement, such as is shown by the completion of additional graduate courses; attendance at professional meetings and holding office in professional organizations;

d. Leadership and service to the community, state, or nation where such service is clearly related to the faculty member's professional responsibilities at Rhode Island College.

8.12 Individual departments may develop additional criteria for evaluation which must be approved by the Rhode Island College Administration and the RIC/AFT prior to implementation. Such criteria shall be provided to all department members prior to implementation.

8.13 For faculty recommended for tenure and/or promotion, a comprehensive review covering the faculty member's entire professional career shall be submitted by the department chairman to the appropriate divisional dean in support of that recommendation. This review will include the following:

a. A statement by the chairman of the specific duties and responsibilities of the individual faculty member for the tenure and/or promotion review period.

b. A broad assessment by the chairman of the teaching effectiveness and of the qualities and contributions of the faculty member, as related to the criteria outlined in Section 8.10 of this Article.

c. A tabulation of accomplishments. This tabulation shall include but not be limited to the following:

(1) Contributions to the instructional program including new course designs, new or altered programs, or other efforts which have enhanced the instructional program.

(2) Journal articles or books published or accepted for publication, papers presented, research accomplishments.

(3) Offices held in, and services rendered to, professional societies and membership in professional and honor societies.

(4) Services to the College and professional services to the community.

(5) Student advising.

d. The comprehensive evaluation shall include a list of teaching assignments for the relevant period of service at Rhode Island College.

e. An assessment of the department chairman's comprehensive review and a personal assessment of professional goals may be submitted by the faculty member himself/herself and will become part of the comprehensive review.

8.14 Faculty in each department shall determine and draw up a suitable and appropriate evaluation form or forms (depending on the type of course)

to be used by students for instructional evaluation. There shall be student input in the development of evaluation forms. Student input in drawing up these forms may include student advisory committees and/or other interested students in the department's programs. The department chairman shall present the department's forms to the appropriate divisional dean for his/her information and approval.

C. Salary Recommendations

8.15 Salaries for faculty within the bargaining unit appear in Appendix A. Individual faculty members will receive a copy of the personnel action form (CS-3).

D. Promotions

8.16 Promotion of Instructor. One (1) year contracts shall be issued to Instructors (or persons of equivalent rank) for a maximum of four (4) years. Each year the status of each Instructor shall be considered in accordance with the standards set forth in Part B of this Article, with the following possibilities:

a. Reappointment in his/her rank but not beyond the fourth year as Instructor in a continuing position;

b. Promotion; or

c. Non-reappointment.

8.17 When a decision has been made that an Instructor will not be reappointed, that person should be notified of that decision at the earliest possible time. In any case, an Instructor shall be notified by June 30 of his/her third year if he/she is not to be reappointed beyond the fourth year. If he/she is not so notified by the President, he/she shall be reappointed for a fifth year and shall automatically be promoted to Assistant Professor effective with the beginning of the fifth year.

8.18 Promotion of Assistant Professors. Promotion of Assistant Professors shall not be automatic. Six years shall be considered as the usual period of time to be spent in the rank of Assistant Professor before advancement.

8.19 Promotion of Associate Professors. The promotion of Associate Professors shall not be automatic. The College shall have no fixed policy governing the period of time to be spent as an Associate Professor.

E. Tenure

8.20 Tenure as an institution in the Universities and Colleges of the United States, and elsewhere throughout the English-speaking world, is a constitutional instrument for determining the permanent membership of the professorial faculty. As such, it conveys both a status and a contingent right. It provides for continuous instead of term appointment. It also provides that an appointment under tenure may not be terminated by the appropriate authorities except for just cause and after the individual has been accorded the rights of due process, as provided for in Section 8.22 of this Article.

8.21 Purpose of Tenure. The primary purpose of tenure is to protect and reinforce the academic freedom of the faculty member in carrying out his professional duties, namely, the preservation, extension, and dissemination of knowledge. In addition, it protects the freedom of the institution as a whole, and its benefits ultimately accrue to society at large. [See Article III].

8.22 Process of Achieving Tenure. The institution during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time the contract of a non-tenured faculty member comes up for renewal, the appropriate administrators are charged with responsibility for judging all his/her qualifications. Upon this judgment must be based the decision to reappoint those who have made positive contributions to the College or to terminate those who have failed to adapt themselves to the standards of the institution as specified in Section B, above. Tenure shall be granted only after a thorough review of the faculty member's total contribution to his/her department and to the College; it is granted only after these contributions are deemed significant enough to assure the faculty member of continuous appointment at Rhode Island College. Such an appointment cannot be terminated except by due process as hereinafter provided. Only by action of the Board does a faculty member acquire tenure.

8.23 Dismissal Under Tenure. It is agreed that the President and the Board may dismiss or suspend an employee on tenure for just cause. A member of the faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by a joint conference of committees from the Association of American Universities and the American Association of University Professors:

> Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute,

the accused teacher should be informed in writing of the charge against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on his/her case. He/she should be permitted to have an adviser of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

The employee shall be notified in writing on or before the effective date of such action according to the following schedule:

1. Suspension: no notice in event of emergency but normally two (2) weeks.

2. Dismissal: twelve (12) months after expiration of an appointment after two (2) or more years with the institution.

If within two (2) weeks of such notification the employee so affected or the RIC/AFT notifies the President in writing that he/she has been unfairly treated and gives his/her reasons therefore, he/she may have his/her case reviewed in accordance with the grievance procedure set forth in this Agreement. [See Article XII, page 41].

8.24 Eligibility for Tenure. A year of teaching and research experience for purpose of tenure and promotion of the faculty is defined as follows: a year of teaching experience, which shall consist of two (2) semesters or three (3) quarters, except that three (3) semesters or four (4) quarters taught during one (1) fiscal year (twelve-month period) shall not count for more than one (1) year of credit toward tenure. Teaching in summer sessions or part-time shall not be considered. A year of research or library service shall consist of a fiscal year minus the authorized vacation period.

8.25 Awards of tenure or credit toward tenure here for years of service elsewhere shall not be automatic. Whenever they occur, they should be written in the initial contract, upon recommendation of the department in which the person is employed, and approved by the President. They will have the effect of reducing the number of years of service required for eligibility for tenure here.

8.26 No Instructor shall be eligible for tenure. Faculty who begin their service at Rhode Island College in the rank of Instructor in a continuing position shall be granted credit for tenure for each year of full-time service at Rhode Island College in that rank to a maximum of four (4) years.

8.27 Assistant Professors who begin their service at Rhode Island College in that rank and serve on a full-time basis may be granted credit for one (1) year toward tenure for either

a. Each year of previous full-time service in the Rhode Island public higher education system in the rank of Instructor or above to a maximum of three (3) years; or

b. Each year of other previous full-time experience in standard college work in the rank of Instructor or above to maximum of three (3) years credit.

8.28 Service in excess of a complete year under 8.27a or 8.27b shall not be counted. The amount of credit, if any, should be indicated in the first contract to be issued.

8.29 By June 30 of this fifth year of tenure-credited service, an Assistant Professor shall either be recommended for tenure or be notified that he/she will not be reappointed byond the next year.

8.30 Associate Professors and Professors who begin their service at Rhode Island College in that rank shall be considered for tenure during their second year of full-time service at this institution.

8.31 By June 30 of his/her second year of service, an Associate Professor or Professor who does not have tenure shall either be recommended for tenure or be notified that he/she will not be reappointed beyond the third year.

8.32 A person who is recommended for promotion to the rank of Associate Professor or Professor to become effective after two (2) or more years of full-time service at Rhode Island College shall be simultaneously recommended for tenure.

8.33 Time spent on leave of absence shall not be credited toward tenure.

8.34 No individual on a tenure-bearing line who is currently a member of the bargaining unit may be denied tenure solely on the basis of the establishment of quotas.

F. Non-Renewal

8.35 Notice of Non-Renewal. Written notice stating reason(s) that a term appointment is not to be renewed upon expiration is to be given to the employee by the President or his representative as soon as possible and not less than

a. Three (3) months prior to the end of a term expiring at the end of such employee's first year of service within the institution, but not later than March 1 for terms ending in June.

b. Six (6) months prior to the end of a term expiring at the end of such employee's second year of service within the institution, but not later than December 15 for terms ending in June; and

c. Twelve (12) months prior to the expiration of such an appointment after two (2) or more years of service within the instiution.

8.36 Term Appointment Subject to Non-Renewal Procedure. A non-tenured faculty member may receive a term appointment of one (1) year at the discretion of the President on recommendation of the department chairman and the appropriate divisional dean. Renewal or non-renewal of a term appointment may be based on a series of evaluations. Each time a contract comes up for renewal the Administration is charged with the responsibility of judging all the qualifications of the faculty member. This should be an affirmative and not a passive judgment.

8.37 Written decisions and/or related material denying renewal of employment are confidential and shall not be forwarded to any other employer except with the written approval of the employee concerned.

ARTICLE IX: LEAVES OF ABSENCE

A. General Conditions for Leaves of Absence

9.1 A sabbatical leave, a leave for graduate study, a leave without pay, a military leave, or a maternity leave shall not be construed as a break in service, except that faculty members on such leaves shall not accrue time for tenure, sabbaticals, sick leave, or as expressly prohibited by retirement provisions under law. A paid sick leave shall not be construed as a break in service. A faculty member on leave, with partial or full pay, shall automatically receive any general salary increases and any increases in benefits which are obtained by faculty members not on leave. A faculty member returning from such leave shall receive the appropriate salary and

fringe benefits as if he/she had been continuously employed. A faculty member on leave with pay shall retain all fringe benefit entitlements except those expressly prohibited by law.

9.2 When a faculty member desires or finds it necessary to take leave from his regular duties at the College, the faculty member shall make application in writing to his/her immediate superior who in turn will pass on the application through the regular channels to the President. Accompanying such application shall be a statement suggesting a plan for carrying on the work during the faculty member's absence. [See Article V, Part A, Section 5.1 page 8].

9.3 An application for leave which requires budgeted funds shall be submitted by May 1, sixteen (16) months preceding the beginning of the academic year in which the leave occurs, except that late applications will be processed within budgetary limitations.

B. Sabbatical Leave

9.4 A member of the faculty who has served as such for at least six (6) years of continuous service, at the rank of Assistant Professor or above may, subject to the approval of the President, be granted a leave of absence for study, research, or other professional improvement, for a period of one (1) year (two semesters) at half pay, or for a period of a half year (one semester) at full pay, with the understanding that he/she shall return to his/her duties at the College for at least one year upon the termination of the leave, unless by mutual agreement between the faculty member and the President it is deemed inadvisable. Faculty members may select the semester in which they take a sabbatical leave if they specify it in the initial application. Time spent on approved leave of absence with or without pay does not constitute a break in continuous service; however, such leave time shall not be credited as continuous service.

9.5 A member of the faculty, on applying for sabbatical leave, shall present to the appropriate divisional dean, a comprehensive plan for study, research, or other professional improvement he/she proposes to take while on leave, which must be approved by the Vice President for Academic Affairs and the President before the request for leave is granted.

9.6 Credit toward sabbatical leaves earned at another institution within the Rhode Island public higher education system is a matter of negotiation at the time of transfer, but in any case, the faculty member is given, when earned, a maximum of three (3) years toward a sabbatical leave.

9.7 The number of faculty members taking sabbatical leave in a given academic year shall be limited to five percent (5%) of the total faculty

members; however, the number of faculty members on sabbatical during a given academic year may not be restricted below five percent (5%) unless the number of eligible applicants is below that figure.

9.8 Categories of proposals for sabbatical leaves are:

1. Scholarly research and writing or appropriate creative activity; projects for study at the post-doctoral level.

2. Projects that are related to the improvement of instruction or other professional skills.

3. Work on doctoral dissertations or comparable activity to complete a doctorate.

4. Projects to improve the individual's competence.

9.9 The following criteria for selection of applicants for sabbaticals shall be considered according to the following priority:

1. The quality of the proposal itself as measured by the degree to which it would contribute to professional growth of the individual and its value to this institution and society.

2. The length of accrued time since the last sabbatical.

3. The accomplishments on or as a result of any previous sabbaticals.

4. The problems involving urgency with respect to time or requiring arrangements long in advance.

5. The length of service.

6. Reporting on previous sabbaticals.

9.10 In cases where the number of applications exceeds the number that could feasibly be granted leave without jeopardizing the course offerings or other work of a department, the selection shall be made on the basis of total years of service to the College, the time since the last sabbatical, and the merit of the proposed sabbatical leave, as determined by the appropriate divisional dean with the approval of the Vice President for Academic Affairs and the President. If a member is denied a sabbatical leave because the proposed leave would jeopardize departmental or program offerings, the year(s) of postponement shall be credited toward his/her next sabbatical leave.

9.11 While on sabbatical leave, a faculty member may receive travel expenses or other financial aid from sources other than the College, provided he/she is not required to perform duties which would interfere with the objectives for which leave was granted. Examples of permissible extra income are funds from the Fulbright program and the National Research Council. No compensated employment is permitted during a faculty member's sabbatical leave without the prior approval of the appropriate divisional dean and the Vice President for Academic Affairs.

9.12 At the close of the period of leave, the faculty member shall file with the appropriate department chairman, the appropriate divisonal dean, and the Vice President for Academic Affairs, a report of his/her professional activities during the period of leave.

B. Leave for Graduate Study

9.13 A faculty member who has served as such for at least three (3) years may, upon written approval of the President, be granted a leave of absence for the purpose of pursuing graduate study for a period of either a year (two semesters) or a half year (one semester). Such faculty member may apply for leave at one-quarter (1/4) pay for either period of time. Library faculty shall be eligible for leave at one-quarter (1/4) pay for periods shorter than one semester. The faculty member shall agree in writing to return to the department of the College which he/she left for a period equivalent to one (1) year for each half year of leave upon the termination of his/her leave, unless by mutual agreement between the faculty member and the President it is deemed inadvisable.

9.14 If such a faculty member resigns and does not return to the College after leave, money received must be returned to the College.

9.15 A faculty member applying for such leave shall present to the Vice President for Academic Affairs the plan for study he/she expects to pursue while on leave which must be approved by the President before the request for leave is granted.

9.16 A faculty member who is on leave for graduate study and who is receiving a salary from the College may accept financial aid in the form of a fellowship or scholarship which does not require the performance of teaching or other duties that would prevent him/her from pursuing a full program of graduate study.

9.17 At the close of the period of leave, the faculty member shall file with the Vice President for Academic Affairs an appropriate report.

C. Leave Without Pay

9.18 A leave of absence without pay for graduate study or other reasons may be granted to a member of the faculty upon written approval of the President and with the understanding that the faculty member will return to his/her duties at the College for at least one (1) year upon the termination of the leave, unless, by mutual agreement between the faculty member and the President, it is deemed inadvisable. Normally such leave shall be limited to one (1) year.

D. Military Leave

9.19 Faculty members who have been with the College for 180 or more calendar days within a twelve (12) month period preceding entrance into the United States Armed Forces may apply for a military leave of absence from the College without pay. Such leave, if granted, would continue throughout the duration of service and would be deemed to have expired six (6) months after the date of discharge from the United States Armed Forces or authorized separation from active duty.

E. Military Training Leave

9.20 Faculty members who by reason of membership in the United States Armed Forces, the Rhode Island National Guard, or the Naval, Air Force, or Coast Guard Reserve, are required by the appropriate authorities to participate in training activities or in active duty as part of the Rhode Island military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one (1) calendar year. Should the faculty member be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose.

F. Sick Leave

9.21 In the event of accident or sickness which renders any faculty member temporarily incapable of performing his/her duties, sick leave shall be granted by the College as follows: If, after the entire sick leave allowance for a faculty member has been used, he/she is still unable to resume his/her duties, he/she shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Regents or its designee. When a faculty member is appointed he/she will be included in the non-classified accrued sick leave system. Accrued rate for faculty will be at the rate of fifteen (15) working days per year to a maximum of one hundred twenty (120) working days. However, existing faculty employed as of June 30, 1974, shall carry forward any unused sick leave accumulated as beginning balances. A faculty member may use accumulated sick leave for maternity-related purposes with a doctor's note. Sick leave credit is full transferable from one institution to another in the Rhode Island system of public higher education. [See Part G of this Article].

G. Maternity Leave

9.22 Pregnancy and childbearing shall be considered as a justification of a leave of absence for a female employee for a reasonable length of time. Leave provisions for pregnancy or childbearing, whether sick leave or leave without pay, shall be granted in compliance with applicable statutes (e.g., Executive Order No. 11246 as amended.) [See Parts C and F of this Article].

H. Personal Leave - The Library and Henry Barnard School

9.23 Each faculty member assigned to the Library or Henry Barnard School shall be entitled to up to three (3) days leave of absence with pay each year for emergencies or to attend to personal matters which cannot be reasonably attended to outside of the normal school day.

I. Leave for Academic and Professional Meetings

9.24 Faculty may be granted leaves of absence to attend appropriate academic and professional meetings, to represent the President or the College at off-campus meetings, and to supervise student groups on approved trips. Travel shall be reimbursed in accordance with Rhode Island State travel regulations.

ARTICLE X: FACULTY LOAD, CLASS SIZE, COURSE ASSIGNMENTS, AND SCHEDULING

A. Faculty Load: Basic Considerations

10.1 Academic Work Week. The academic work week shall consist of five (5) days, Monday thru Friday, with course assignments between 8:00 a.m. and 9:30 p.m. Without the written consent of the faculty member involved, the time spent between the beginning of the first teaching period and the end of the last for any one day shall not exceed eight (8) hours, but faculty may be assigned either late afternoon or evening classes as part of their normal load.

10.2 Faculty Load Policy. The average teaching load per semester shall be twelve (12) formula hours of credit. Faculty shall meet all scheduled assignments unless prior arrangements have been approved by the department chairman who shall report such arrangements to the appropriate divisional dean promptly. Faculty may not cancel classes or other contractual commitments without such approval. In case of emergencies, the faculty member shall notify the department chairman as soon as possible. In the case of absences for more than one week from scheduled assignments, arrangements must be approved by the appropriate divisional dean or as provided in the Leave policy. [See Article IX, Section 9.2 page 24].

10.3 A faculty member may be assigned a load greater or less than the average in a particular semester, but the College shall hold to its policy that an individual faculty load shall average twelve (12) formula hours a semester over a period of an academic year.

10.4 In addition to this normal twelve (12) hour load, a faculty member meets other professional responsibilities during the academic year, such as serving on College committees, advising student activities, attendance at academic functions, and academic advisement of students, which bear no load credit except as outlined below in other sections of this Article. Faculty members shall keep a reasonable number of regularly scheduled office hours to be determined after consultation and approval of the department chairman and the appropriate divisional dean. The schedule shall be posted and supplied to the departmental secretary.

10.5 Basic Formula. Each formal class hour for which students receive full credit shall be considered a formula hour for faculty load credit. (Since a formal class hour is normally considered to require two (2) hours of additional work, the formula hour shall be construed to represent three (3) hours of actual work.)

10.6 Additional-Course Preparation. For each different course preparation after the second, faculty shall add one (1) formula hour to their teaching load credit. Additional-course preparation credit shall not apply to courses in which students receive one (1) or less semester hour credit unless otherwise provided in this Agreement or by mutual agreement of the department chairman and the appropriate divisional dean.

B. Class Size

10.7 Under ordinary circumstances lecture and/or discussion sections shall be restricted to a maximum of thirty (30) students. A faculty member teaching twelve (12) formula hours shall be normally responsible for 75-100 students. Load adjustments shall be made on an individual basis in schedules requiring responsibility for a significantly greater number of students.

10.8 Small Group Instruction. Classes intended to involve extensive student discussion and/or participation shall be restricted to such smaller size as is consistent with the purpose of the course.

10.9 Large Group Instruction. Large group instruction by one or more faculty member(s) shall be granted load credit as determined in consultation between the faculty member and department chairman with the approval of the appropriate divisional dean, taking into consideration the course format and size.

10.10 Team-taught Colloquia. Faculty load credit for team-taught colloquia, Plan A, shall not exceed six (6) formula hours for each section taught, including additional-course preparation credit.

10.11 TV Instruction. Each contact hour of master TV lecturing in a week shall be considered three (3) formula hours of load credit; teaching in a section of a televised course shall carry two (2) formula hours for the first section and one (1) formula hour for each additional section.

C. Laboratory Assignments

10.12 Physical or Biological Science Laboratories. Laboratory assignments in a physical or biological science course shall carry full formula load credit for the contact hours for the first two (2) laboratory assignments of the same instruction in the same course in the same semester, and load credit for half the laboratory contact hours for the third or further assignment.

10.13 Psychology and Mathematics Laboratories. Laboratory assignments (as distinguished from lecture/recitation portions of courses) in Psychology and Mathematics shall carry one (1) formula hour of load credit for each contact hour for the first laboratory section taught by an instructor in a particular course in a particular semester, and one-half (1/2) formula hour credit for each contact hour for the second or further section.

10.14 Industrial Arts Laboratories. Each contact hour of Industrial Arts laboratory shall be granted two-thirds (2/3) formula hour load credit.

D. Special Programs

10.15 Faculty teaching in programs or courses offered through the Urban Educational Center, the Department of Education, or other institutions, agencies, or subventionary projects, shall receive load credit and have such courses scheduled within their regular assignment. If it is not feasible to make such assignments within the normal load because of time or other constraints, then opportunities for teaching for additional or overload compensation shall be made known to faculty in writing, as far in advance as practicable and in any case at least two (2) working days prior to the assignment of anyone to teach the course.

10.16 Responsibility for selection and assignment of faculty to such programs or courses shall rest with the department chairman subject to the approval of the appropriate divisional dean. Overload assignments shall be made only with the consent of the faculty member. Assignment to courses not under Rhode Island College jurisdiction shall be made only with the consent of the faculty member.

E. Individual Instruction

10.17 Graduate Theses or Essays. Faculty members shall be granted one-half (1/2) formula hour load credit for advising each graduate thesis or M.A.T. essay or CAGS field project. Credit may not be granted for the same thesis or essay for more than one (1) semester.

10.18 Independent Study and Directed Reading. The supervision of Independent Study--excluding the following: graduate theses, CAGS projects, and M.A.T. essays--shall carry one (1) formula hour teaching load credit per semester for the first student in each area of student assignment, with the understanding that normally not more than four (4) students shall be assigned to a faculty member. Less than one (1) formula hour load credit shall be assigned in cases of duplication of area of student assignment. No additional-course preparation credit shall be given for assignments described in this section.

F. Practicum and Student Teaching

10.19 Practicum. Faculty load credit for teaching practicum courses shall carry three (3) to six (6) formula hours based upon the number of students involved and the nature of the practicum experience. The number of hours shall be determined in consultation between the faculty member and the department chairman with the approval of the appropriate divisional dean.

10.20 Student Teaching. The supervision of three (3) students in student teaching, based on a minimum of three (3) visits per semester, shall be considered the equivalent of one (1) formula hour. When the standard assignment of visits is different from three (3) visits, the load credit shall be determined proportionately. Supervision of student teaching is not eligible for load credit for additional-course preparation.

10.21 Student Teaching Seminar. Teaching the student-teaching seminar shall carry one (1) formula hour credit. No additional-course preparation shall be given for teaching this seminar.

G. Advisement

10.22 Academic Advisement. No faculty member shall be required to accept, or be penalized for not accepting, more than thirty (30) advisees in any semester, except in connection with a program or supervisory assignment in which load credit is given for the latter assignment.

10.23 Advisement to Student Organizations. No faculty member shall be required to serve as a faculty adviser to a student organization unacceptable to him/her.

H. Special Supervisory Activities

10.24 Department Chairmanships. Serving as chairman of a department shall carry from three (3) to six (6) formula hours of load credit, the specific amount to be determined by the appropriate divisional

dean in consultation with the department chairman. In the case of a department with fewer than five (5) faculty members, the load credit may be from two (2) to six (6) formula hours.

10.25 Director of General Studies and General Studies Area Coordinators. The Director of General Studies shall receive up to six (6) formula hours of load credit per semester and the General Studies Area Coordinators up to three (3) formula hours of load credit per semester as determined by the appropriate divisional dean in consultation with the faculty member.

I. Special Services

10.26 Special Assignments. Faculty load credit for the collection, supervision,and scheduling of College-sponsored displays and exhibits may be granted on the basis of one (1) formula hour for 45-55 hours of involvement per semester.

10.27 Load credit for College sponsored activities which do not conform to the usual instructional format, such as direction of theatrical, debate, dance, musical or athletic groups, shall be evaluated on the basis of 45-55 hours of involvement per semester for one (1) formula hour up to a maximum of four (4) formula hours per semester. Under unusual circumstances exceptions may be arranged at the discretion of the department chairman with the approval of the appropriate divisional dean.

10.28 Testing and Services of a Professional Nature. An assignment involving testing and services of a professional nature shall be evaluated on the basis of 45-55 contact hours per semester. In particular, this provision is applicable to faculty participation in testing or evaluation for credit by examination, proficiency, or equivalency.

10.29 Research. Faculty load credit, up to a maximum of six (6) formula hours per semester, may be granted for research approved by the department chairman and the appropriate divisional dean.

J. Special Departmental Activities

10.30 Art

a. In studio art courses, faculty shall receive one (1) formula hour of load credit for each semester hour assigned to the course; however, a total teaching load in art shall not exceed eighteen (18) contact hours per week.

b. Faculty assigned to Education 340 shall receive three (3) formula hours of load credit for the first section taught, and two (2) for each subsequent section, but this course shall not be eligible for additional-course preparation credit.

10.31 Library.

a. Librarians shall be employed on a calendar year contract and shall be assigned a 35-hour non-scheduled work week, to be determined by the Director of the Library.

b. Each formal class hour taught by a librarian shall be considered to represent three (3) hours of actual work and shall be deducted from the regular work week of the librarian.

10.32 Music.

a. Faculty assigned to Education 341 shall receive three (3) formula hours of load credit for the first section taught, and two (2) formula hours of load credit for each subsequent section, but this course shall not be eligible for additional-course preparation credit.

b. In Music 181, 182, and 183, each section shall carry three (3) formula hours of load credit, but these courses shall not be eligible for additional-course preparation credit.

c. In Music 101, 103, 105, and 109, each section shall carry two and one-half (2 1/2) formula hours of load credit, but these courses shall not be eligible for additional-course preparation credit.

d. In Music 210, 211, 212, and 213, each section shall carry four and one-half (4 1/2) formula hours of load credit, but these courses shall not be eligible for additional-course preparation credit.

e. Faculty load credit for applied music lessons may be granted on the basis of one (1) formula hour for every two (2) fifty-minute lessons per week averaged over one semester. Applied music courses carry no additional-course preparation credit.

f. No faculty member may have more than half of his/her load allocated to applied music.

g. Coaching two (2) ensembles of music in Music 184 is allocated one (1) formula hour of load credit. This course shall not be eligible for additional-course preparation credit.

10.33 Nursing--Supervision of Clinical Practice Time. In the supervision of clinical practice time in Nursing, one (1) formula hour of load credit shall be granted for each one and one-half (1 1/2) hours of

contact per week averaged over the semester. Normally, the maximum faculty-to-student ratio shall be one to eight in clinical practice areas. (For this purpose, an "hour" is 60 minutes.)

10.34 Physical Education. In Physical Education assignments, each contact hour of floor or field work or coaching shall be considered a half formula hour; however, a total teaching load in Physical Education shall not exceed twenty (20) contact hours per week.

10.35 Psychology--Supervision of School Psychology Interns. Faculty supervising school psychology interns who are not under certified school psychologists shall be assigned one (1) formula hour load credit per semester. One-half (1/2) formula hour load credit shall be granted for each supervised student who is under a certified school psychologist.

10.36 Supervision of Students in Social Welfare Agencies. Supervision and placement of students in social welfare agencies shall carry 1/5 formula hour load credit per student per semester for the 1975-76 academic year.

K. Contingency Provision

10.37 Faculty load credit for specialized departmental or College activities not included above--e.g., K-12 Coordinators, Director of Medial Technology Program, Director of School Psychology Program, serving as Assistant to Department Chairman, etc. -- is to be determined by consultation between the faculty member and his/her chairman with the approval of the appropriate divisional dean. Faculty members who have responsibilities for special programs or projects shall be granted up to three (3) formula hours of load credit per semester as determined by the appropriate divisional dean in consultation with the faculty member.

L. Henry Barnard School

10.38 Faculty Load Credit at the Henry Barnard School. At the Henry Barnard School, one (1) formula hour of load credit shall be assigned to all classroom teachers for each two (2) hours of teaching. For special subject teacher, the formula hour assignment shall include both (a) teaching, and (b) provision of services.

10.39 Henry Barnard School Day. The length of the pupil day at the Henry Barnard School shall be six (6) hours. Teachers shall be present twenty (20) minutes before and twenty (20) minutes after the pupil

day. Teaching of College classes, scheduled practicum conferences, carport duty (10 minutes beyond the teacher day) and a monthly faculty meeting may take place outside these hours.

10.40 Henry Barnard School Supervisory Duties. Henry Barnard School faculty members with twelve (12) formula hour teaching loads shall not be assigned carport duty; nor shall such faculty members be assigned other supervisory duties before or after the teacher day. Such duties shall be assigned to teachers with less than twelve (12) formula hours only. Assignments shall be in inverse proportion to the number of formula hours carried. When available, teacher aides will be assigned to assist in this carport and other supervisory duties.

10.41 Henry Barnard School--Duty-Free Lunch Period. Every full-time Henry Barnard School faculty member shall have one (1) duty-free lunch period per day, not less than thirty (30) minutes in duration, which shall be within the six (6) hour pupil day.

10.42 Henry Barnard School Substitutes. Except in cases of emergency, no regular full-time Henry Barnard School faculty member with a twelve (12) formula hour teaching load shall be required to cover the entire class day or a portion thereof of an absent faculty member.

10.43 Henry Barnard School--Teaching Program. Faculty assigned to the Henry Barnard School shall be notified no later than ten (10) working days prior to the end of the school year in June of the following:

a. The subjects they will teach next year.
b. The grades of the subjects they will teach next year.
c. Any special or unusual classes they will teach next year.

M. Assignment and Scheduling of Courses

10.44 The assignment to courses and the expression of the faculty member's preferences in the scheduling thereof shall be the responsibility of the department chairman or comparable supervisor. Since it is the responsibility of the appropriate divisional dean to insure compliance with the load provisions as stated in Article X, all schedule, teaching assignments, and other formula-load related matters require review and approval by the appropriate divisional dean.

10.45 A faculty member shall normally be notified of his class schedule no later than thirty (30) days prior to the beginning of the semester by being presented with a written dated copy of his schedule.

10.46 Changes in a faculty member's program may be made if emergencies arise, and such changes shall also be in writing and dated. In making necessary changes, the department chairman shall make every effort to consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

10.47 A copy of each faculty member's class schedule and changes to said schedule shall be forwarded to the bookstore.

ARTICLE XI: WORKING CONDITIONS

A. Academic Year

11.1 The academic year shall extend from the date of annual activities that mark the opening of College, i.e., the address of the President one (1) week prior to the start of classes, to the date of Undergraduate Commencement Day, provided that the faculty member has completed his/her individual obligations to the College.

11.2 Faculty at the Henry Barnard School are exempt from the provisions of Section 11.1 and shall abide by the calendar established for the Henry Barnard School.

B. Calendar Committee

11.3 There shall be established a Calendar Committee whose function shall be to advise the President on the academic calendar exclusive of the Henry Barnard School. Such a committee shall be composed of nine (9) members drawn from segments of the academic community. At least five (5) of the members of the committee shall be faculty members, three (3) of whom shall be appointed from a list of five (5) names submitted by the President of the RIC/AFT. The chairman and secretary of the committee shall be elected by and from its membership. Two (2) members shall be students, appointed by the President after consultation with the President of the RIC/AFT from a list of eight (8) names submitted by the President of the Student Parliament. The Committee shall report to the President with its recommendations for the next five (5) academic years not later than February 1, 1976.

11.4 If the President cannot accept certain recommendations submitted to him by the Calendar Committee, he shall so notify the Committee in writing, stating his reasons thereof. The Committee shall reconsider its recommendations in light of the President's reasons and present its revised recommendations to the President within two (2) weeks of its receipt of the President's objections. It is understood that the President shall make the final decision concerning the academic calendar.

C. Outside Consultation and Employment

11.5 Prior notification in writing shall be given to the department chairman and the appropriate divisional dean of any outside consultation or employment assumed by any faculty member for remuneration.

No faculty member shall engage in outside consultation or employment that conflicts with his/her obligations to the College as provided for in this Agreement.

D. Summer Session

11.6 No later than December 1 of each year the department chairman shall distribute a form indicating the proposed departmental program for the forthcoming summer session. Each faculty member shall indicate whether or not he/she wishes to teach in the forthcoming session. If he/she responds affirmatively, he/she shall indicate which courses, workshops, and programs he/she wishes to teach or direct.

11.7 The qualification of a faculty member to teach specific courses or in a particular field shall be determined by the department chairman.

11.8 Faculty members who are to be offered summer session contracts shall be so notified by February 15 preceding the session, with terms of employment, including such specific details as weeks of involvement, number of credit hours, cancellation provisions and salary.

11.9 The contract shall be written in one of three ways at the discretion of the College:

a. A contract guaranteeing employment for one or two courses. In the event a course is cancelled because of inadequate enrollment, a substitute assignment shall be found for the faculty member, this assignment to be made under the direction of the Vice President for Academic Affairs.

b. A contract guaranteeing employment for one course, and assigning a second course by mutual consent subject to a stated minimum enrollment.

c. A contract assigning one or two courses by mutual consent subject to a stated minimum enrollment.

11.10 Notification of cancellation shall be made to the faculty member by the opening day of the summer session.

11.11 Summer session programs are scheduled over a nine-week period with three-week programs, six, eight, and nine-week courses scheduled by the Director of the Summer Session in consultation with the department chairman.

11.12 The maximum teaching load for Rhode Island College faculty teaching in the nine-week session shall be eight (8) formula hours.

11.13 Faculty shall have equal priority and first consideration to teach summer session courses within their assigned discipline.

11.14 The schedule of compensation for summer session faculty is found in Appendix C.

E. Personnel Files

11.15 The College shall maintain an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee, and the evaluation reports prepared by the College.

11.16 The employee shall have the right to examine his/her official personnel file at any time during normal business hours and to file a statement in response to any item placed in his/her file, provided, however, any letters of recommendation solicited in connection with his/her employment shall not be available to that employee, or his/her representative.

11.17 A designated member of the RIC/AFT, having written authorization from the employee concerned, and in the presence of a representative of the College Administration, may examine the official personnel file of that employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charges preferred against the employee by the College.

11.18 Copies of materials in an employee's official personnel file shall be permitted for official College purposes for use at formal proceedings or grievance reviews or for the express use of the individual employee, but shall not be permitted for any other purpose.

11.19 A faculty member shall have the right to reproduce at his/her cost all documents in his/her personnel file, except as noted in Section 11.16.

11.20 No anonymous material shall be placed in a faculty member's personnel file.

11.21 Materials shown to be false or unsubstantiated shall be removed from the faculty member's official personnel file. The burden of proof of false or unsubstantiated material shall rest with the faculty member.

11.22 The College Administration shall be responsible to maintain a separate file on grievances under process arising from the provisions of this Agreement. Materials pertaining to completely processed grievances

which are placed in the faculty member's personnel file shall be complete and shall contain a statement concerning the final disposition of the grievance in accordance with Section 11.16.

11.23 Each faculty member shall be responsible for providing material for an up-to-date personnel file.

F. Individual Conferences

11.24 Faculty members requested to attend an evaluation meeting with a dean, principal, vice president, or the President, shall be given prior notice.

11.25 Whenever data are used in an evaluation which leads to disciplinary action, such data shall be supplied to the faculty member prior to initiation of such disciplinary action.

G. Facilities for Faculty

11.26 Each faculty member shall be assigned office space.

11.27 Every effort will be made to provide individual office space for faculty holding the rank of Professor or Associate Professor.

11.28 The Administration of Rhode Island College recognizes the importance of satisfying the comforts, security, and privacy needs of its faculty by providing preparation and consultation space and facilities adequate to conduct extra-classroom activities. Therefore, work space, conference space, storage space, office equipment, a telephone, and rest room facilities will be made available to all faculty. In addition, faculty will have access to clerical services and be provided with a free identification card showing their faculty status.

11.29 The Vice President for Business Affairs recognizes the importance of meeting with the faculty from time to time to discuss concerns in the area of physical plant facilities. The Vice President for Business Affairs or his designee shall meet with the RIC/AFT Committee on Instructional Facilities to discuss their concerns provided that at least two (2) days advance notice is given in writing to the Vice President for Business Affairs or his designee and an agenda is included. Concerns considered to be of an urgent nature may be given immediate attention and the two (2) day notice period may not be invoked. The Vice President for Business Affairs or his designee shall respond in writing confirming the meeting and invite those members of his staff who may be directly concerned to participate in the discussion.

H. Retrenchment

11.30 Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

a. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.

b. Consistent with the educational mission of the department or division affected, termination shall first take place as follows:

(1) Among the part-time employees in the department or division before full-time employees are terminated.

(2) Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments before the termination of employees holding continuing appointments. Such removal shall be made in the inverse order of appointment within each such group.

(3) Among other full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

c. The President shall notify the persons affected as soon as practicable recognizing that, where circumstances permit, the following notice of termination should be provided:

(1) For those holding a term appointment, at least four (4) months.

(2) For those holding tenure, at least one (1) year.

d. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the College for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, except where extenuating circumstances exist, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person is otherwise qualified

is available for such appointment. The College shall also make reasonable effort to assist a faculty member who has been retrenched to find other suitable employment.

e. The original appointment shall mean the date of first appointment to College service followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service with the College. In the event an incumbent believes such data has been incorrectly determined, he/she shall so advise the College, and indicate the date he/she believes to be correct.

f. In the event of program curtailment, the RIC/AFT may offer alternate modes of curtailment to the Board for its consideration.

ARTICLE XII: GRIEVANCE PROCEDURE

A. Purpose

12.1 It is the declared objective of the RIC/AFT and the Board to encourage the prompt and informal resolution of complaints and grievances of faculty members as they arise and to promote recourse to orderly procedures for the satisfactory adjustment of grievances.

B. Definitions

12.2 For the purpose of this Agreement a "complaint" may be any point at issue in which a faculty member feels his/her rights or benefits have not been afforded. Any employee in the bargaining unit or the RIC/AFT on behalf of the employee or itself may lodge an informal complaint. A complaint may, but need not, constitute a grievance. If an employee in the baraining unit has a complaint, it shall be processed through the informal procedure for handling complaints as set forth in Section 12.4 of this Article.

12.3 For the purpose of this Agreement the term "grievance" means any difference or dispute between the Board and the RIC/AFT or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.

C. Procedure for Handling Complaints

12.4 Any member of the bargaining unit may present and discuss his/her complaint with or without a RIC/AFT Representative with the department chairman involved or the comparable immediate supervisor. Such presentation and discussion shall be entirely informal. The

RIC/AFT may make informal complaints to the appropriate administrator in line with this procedure. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

D. Procedure for Handling Grievances

12.5 For the purpose of handling grievances, working days during the Christmas recess and Spring recess shall not be used to compute the time limitations contained in this Article.

12.6 For the purpose of this Agreement the terms aggrieved and grievant shall include an individual or a group of employees represented by the RIC/AFT, or the RIC/AFT on its own behalf.

12.7 The aggrieved may file his/her written grievance with the appropriate divisional dean, or with the comparable immediate supervisor, not later than fifteen (15) working days following the grievant's knowledge of the act, event, or commencement of the condition which is the basis of the grievance.

12.8 College Level--Step 1. The aggrieved shall discuss his/her grievance with the appropriate divisional dean or comparable immediate supervisor, who shall attempt to resolve the grievance and shall render a written decision to the grievant with copies to the President and the President of the RIC/AFT within five (5) working days of the receipt of the grievance.

12.9 College Level--Step 2. If the grievance is not satisfactorily resolved through Step 1, the grievant or the RIC/AFT may submit the grievance in writing within ten (10) working days to the President. The President or his designee shall meet within seven (7) working days of the receipt of the grievance, with the grievant and a RIC/AFT Representative to discuss the grievance. A decision shall be rendered by the President within ten (10) working days of his receipt of the grievance. The President shall issue his decision, setting forth the reasons thereof in writing to the grievant and to the RIC/AFT President or his designee within ten (10) working days of his receipt of the grievance.

12.10 Board of Regents Level--Step 3. If the grievance is not satisfactorily resolved through Step 2, the grievant or the RIC/AFT may submit the grievance in writing to the Commissioner of Education, the agent who has been designated to hear grievances on behalf of the Board of Regents or his designee within ten (10) working days following completion of Step 2. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or

his designee shall hold an informal hearing with the grievant and a RIC/AFT Representative. The Commissioner or his designee shall communicate his decision in writing to the aggrieved employee, the appropriate divisional dean, the President, and the RIC/AFT President within fifteen (15) working days of his receipt of the grievance.

12.11 Arbitration--Step 4. If a grievance is not settled under Section 12.10, such grievance shall only at the request of the RIC/AFT or the Board of Regents be referred to the American Arbitration Association in accordance with its rules then obtaining.

12.12 All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision under Section 12.10.

12.13 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties to this Agreement.

12.14 Only grievances arising out of the provisions of this Agreement relating to the application or interpretation thereof may be submitted to arbitration.

E. General Provisions

12.15 The above stated grievance procedure supersedes all previous grievance procedures.

12.16 No grievance may be brought by a member of the bargaining unit against another member of the bargaining unit.

12.17 No reprisals of any kind shall be taken by the Board or any agent thereof against any party in interest, any witnesses, any member of the RIC/AFT Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

12.18 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process.

12.19 All grievances filed on or after May 1 shall be processed in the same manner as any other grievance, but shall be filed simultaneously at levels below the Commissioner. A failure of the representative of the College or Board to meet and/or answer a grievance at any of the levels of the grievance procedure within the time limits provided shall require the representatives of the College or Board at the next level to meet and/or answer said grievance within said time period.

12.20 In the event that a grievance occurs from the action of a dean, vice president, or the President, the grievance procedure contained herein shall commence at the point of origin.

12.21 The Board agrees to make available to the aggrieved and/or his/her representative all data relevant to the grievance not privileged under the law which is within the possession of the Board, except the confidential information obtained in the initial employment of the employee.

F. Rights of Grievant, the RIC/AFT and the Board

12.22 The grievant, the RIC/AFT, and the Board, or its designated representative(s) shall have the following rights:

a. To be present at the hearing(s).
b. To hear testimony given.
c. To give testimony in his/her (their) behalf.
d. To call upon others to give testimony in his/her (their) behalf.
e. To question, either personally or through counsel or his/her (their) representative, any person giving testimony.

G. Time Limits

12.23 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

ARTICLE XIII: ALTERATION OF AGREEMENT

13.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

13.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XIV: NO STRIKES OR LOCKOUTS

14.1 The RIC/AFT and its members will not cause, call, or sanction any strike, work stoppage, or slowdown, nor will the Board lock out its employees during the term of this Agreement.

14.2 It is agreed that all provisions of this Agreement are binding on all faculty in the bargaining unit.

ARTICLE XV: SAVINGS CLAUSE

15.1 Should any provisions of this Agreement, or any application thereof, be unlawful, by virtue of any federal or state law, such provisions of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XVI: TERMINATION OF AGREEMENT

16.1 This Agreement shall be effective as of the 1st day of July, 1975, and shall remain in full force and effect until the 30th day of June, 1977.

16.2 It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 1977, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

16.3 In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

16.4 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

16.5 A copy of this Agreement will be distributed to each faculty member covered by this Agreement.

16.6 In witness whereof, the parties hereto have set their hands this 20th day of November, 1975.

For the Board of Regents:

Thomas C. Schmidt
Commissioner of Education

Charles B. Willard
President, Rhode Island College

Thomas J. M. Andrew
Deputy Assistant Commissioner of Education

Vice President for Academic Affairs

John Nazarian
Special Assistant to the President

Controller

Associate Dean of Arts & Sciences

For the Rhode Island College American Federation of Teachers:

Donald C Averill
President of RIC/AFT

Robert A
Chairman, Negotiating Committee

Vice President of RIC/AFT

Richard A Howland
Member, Negotiating Team

Edward A Scheff
Member, Negotiating Team

Carolyn R. Lenz
Member, Negotiating Team

Myrl H. Hurman
Member, Negotiating Team

APPENDIX A

SALARIES

A.1 Salaries for 1975-76

a. Faculty within the bargaining unit employed as of June 30, 1975, shall receive the following step equivalent salary increments for the contract year July 1, 1975 to June 30, 1976:

i. Satisfactory Performance Increment
-- as recommended 3.2%

ii. Outstanding Performance Increment (117 units)
-- as recommended ..... $75 per unit

Sufficient additional funds shall be provided to adjust faculty within the bargaining unit to the minimum salary for their rank in those cases where the funds provided for in salary categories listed in (i) and (ii) above are not sufficient.

b. Step equivalent salary increments shall be paid to said employees on the first pay day of July 1976.

c. In the event that the Rhode Island Legislature amends the law so as to allow state employees to receive wage increases, or in the event that a court of last resort rules and orders that the Superior Court decision in case #C.A. 2258 be overturned, the Board of Regents agrees to make step equivalent salary increments described in (a) above payable no later than two (2) pay periods after said action.

d. The following shall be the salary range for faculty on academic year contracts within the bargaining unit from July 1, 1975 to June 30, 1976:

Rank	Salary Range
Instructor	$ 9,000 - $12,000
Assistant Professor	11,200 - 18,000
Associate Professor	14,800 - 24,000
Professor	18,200 - 30,000

e. For the 1975-76 academic year, faculty within the bargaining unit whose salary is above the maximum for that rank, or who would be brought above the maximum for his/her rank as a consequence of the step equivalent salary increments under provisions (a) shall receive all of these increments as recommended.

f. The selection of persons to receive Outstanding Performance Increments shall be determined by the departmental advisory committee or the department as a whole where no such committee exists, and shall not be altered by the academic deans, the Vice President for Academic Affairs, or any succeeding person by adding or dropping names or units. Furthermore, the rank order of intra-departmental recommendations shall not be changed. However, the academic deans are responsible for consolidating and merging departmental lists to formulate a divisional list, and the Vice President for Academic Affairs and the President are responsible for consolidating and merging divisional lists to formulate a College-wide list. In the process of consolidation and merging, the above administrators may not alter the priority-ranking within departments. As long as the members of an individual department remain in the same numerical order in relation to each other, the Administration may arrange the divisional and/or College-wide list.

g. Department chairmen shall be awarded Outstanding Performance Increments in accord with the preceding criteria, except that the chairmen shall be recommended by the departmental advisory committee or the department as a whole where no such committee exists. Whenever the department chairman is recommended for an Outstanding Performance Increment, his/her relative position in the intra-departmental order of awards shall be determined at the same time. In no instance shall the position of the department chairman in the intra-departmental order of awards be altered by the academic deans, the Vice President for Academic Affairs, or any succeeding person.

h. No faculty member shall receive more than one unit of $75.

i. The names and order of priority of all faculty recommended for Outstanding Performance Increments by the department chairmen, the divisional deans, the Vice President for Academic Affairs, and the President shall be forwarded to the RIC/AFT President within three (3) working days after action by the President.

A.2 Salaries for 1976-77

a. Faculty within the bargaining unit employed as of June 30, 1976, shall receive the following categories of salary increments during the 1976-77 year:

i. Across-the-Board Increment --to all 4%

ii. Satisfactory Performance Increment
-- as recommended $730

iii. Outstanding Performance Increment (100 units)
-- as recommended..... $150 per unit

Sufficient additional funds shall be provided to adjust faculty within the bargaining unit to the minimum salary in their rank in those cases where the funds provided for in the salary categories listed in (i), (ii) and (iii) are not sufficient.

b. The following shall be the salary range for faculty on academic year contracts within the bargaining unit from July 1, 1976 to June 30, 1977:

Rank	Salary Range
Instructor	$ 9,800 - $13,000
Assistant Professor	12,000 - 19,000
Associate Professor	15,600 - 26,000
Professor	19,000 - 32,000

c. Faculty whose 1975-76 salary is at or above the 1976-77 maximum for that rank shall receive no additional salary for 1976-77.

d. Faculty whose 1975-76 salary is below the 1976-77 maximum and whose recommended increases would take him/her above the maximum for 1976-77 shall receive just that portion of the recommended increase that brings him/her to the maximum.

e. Outstanding performance increments will be awarded in units of $150 to 100 faculty in the baraining unit during the 1976-77 academic year. No faculty member shall receive more than one unit of $150. The selection of persons to receive Outstanding Performance Increments shall be determined by the department chairman after consultation with the departmental advisory committee or the department as a whole where no such committee exists, and shall not be altered by the academic deans, the Vice President for Academic Affairs, or any succeeding person by adding or dropping names or units. Furthermore, the rank order of intra-departmental recommendations shall

not be changed. However, the academic deans are responsible for consolidating and merging departmental lists to formulate a divisional list, and the Vice President for Academic Affairs and the President are responsible for consolidating and merging divisional lists to formulate a College-wide list. In the process of consolidation and merging, the above administrators may not alter the priority-ranking within departments. As long as the members of an individual department remain in the same numerical order in relation to each other, the Administration may arrange the divisional and/or College-wide list.

f. Department chairmen shall be awarded Outstanding Performance Increments in accord with the preceding criteria, except that the chairmen shall be recommended by the departmental advisory committee or the department as a whole where no such committee exists. Whenever the department chairman is recommended for an Outstanding Performance Increment, his/her relative position in the intra-departmental order of awards shall be determined at the same time. In no instance shall the position of the department chairman in the intra-departmental order of awards be altered by the academic deans, the Vice President for Academic Affairs, or any succeeding person.

g. The names and order of priority of all faculty recommended for Outstanding Performance Increments by the department chairmen, the divisional deans, the Vice President for Academic Affairs, and the President shall be forwarded to the RIC/AFT President within three (3) working days after action by the President.

APPENDIX B

FRINGE BENEFITS

B.1 Disability Insurance. All employees covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group insurance Policy whichever applies.

B.2 Health Insurance. It is hereby agreed that the Board will pay the entire cost of family or individual coverage for all employees covered by this Agreement in the semi-private plan of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians' Service, Plan B, in accordance with the rules and regulations of such corporation. Employees may have the option of choosing Rhode Island Group Health or Blue Cross Special "100" if the individual assumes the difference between the State cost of the semi-private family or individual coverage, Plan B, and the option plan. This extended coverage will become effective the bi-weekly pay period after ratification of the Agreement. It is hereby agreed that employees covered by this collective bargaining Agreement will receive Blue Cross "100" fully paid when and if the State of Rhode Island grants it to, or negotiates it with, any State employee.

B.3 Life Insurance. All employees covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

B.4 Retirement Program. Faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age 30 as a condition of employment and as provided by law. Employees who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under 30 years of age.

B.5 Tuition Waiver. General fees or course charges for all faculty members of institutions under the jurisdiction of the Board of Regents may be waived when they undertake a regular study program at their own or another institution, the level of eligibility for faculty members being unlimited. The same fee remission applies to legal dependents only when pursuing courses for credit at the Baccalaureate level.

B.6 Travel. Travel shall be in accordance with State travel regulations after approval has been granted by the appropriate divisional dean.

B.7 Workmen's Compensation. Faculty members are eligible for Workmen's Compensation benefits in accordance with the General Laws of Rhode Island and regulations as applicable.

APPENDIX C

SUMMER SESSION

C.1 The summer session salary rate shall be 2-7/9 percent of the annual salary for every formula hour taught.

C.2 Additional compensation for weeks of involvement beyond the usual time for a summer session course shall be 0.5 percent per week.

C.3 Compensation for directing students in research problems or thesis preparation shall be $100 per student per credit. The Instructor carrying a maximum teaching load shall be limited to one (1) such student during the summer session. In no case shall a faculty member carry more than four (4) such students.

APPENDIX D

SOCIAL WORK STUDY COMMITTEE

1. There shall be a joint Administration-RIC/AFT study committee of four (4) persons which shall study and make recommendations regarding the amount of load credit to be given for supervision and placement of students in social welfare agencies after July, 1976. Two members of the committee shall be appointed by the President, and two shall be appointed by the President of the RIC/AFT.

2. The committee shall report its findings and recommendations to the Administration and the RIC/AFT no later than March 1, 1976.

APPENDIX E

EVALUATION OF LIBRARIANS

For those librarians covered by this Agreement, the criteria found in Section 8.10 shall be based on the librarian's:

1. Knowledge of the theory and practice of librarianship.

2. Ability to communicate this knowledge verbally as well as in written form to students, faculty and other users of the Library.

3. Skill in organizing and presenting this knowledge verbally as well as in written form to students, faculty and other users of the Library.

4. Enthusiasm for learning about new materials, developments and procedures.

5. Conscientiousness, initiative, resourcefulness and judgment while working independently or with others.

6. Effort to improve Library services by developing the Library collection and promoting the Library as a viable academic force on this campus.

7. Actual performance as a librarian fulfilling the responsibilities and duties of the position held.

The above criteria are to be applied by various measurements including occasional visits and observation by the Assistant Director of the Library, faculty peers and the Director of the Library.